80-210

Supreme Court, U.S.
FILED
AUG 21 1980
MICHAEL RODAK, JR., CLERK

NO. _____

IN THE

# Supreme Court of the United States

OCTOBER TERM, 1980

NELLIE ATKINS ARMSTRONG,
*Petitioner,*

v.

MAPLE LEAF APARTMENTS, LTD., a limited partnership;
BROKEN ARROW MALL, INC., a corporation;
OWEN D. YOUNG and ROBERT L. LATCH, d/b/a
YOUNG AND LATCH INVESTMENTS, a general partnership;
FIRSTUL MORTGAGE COMPANY, a corporation;
SACKMAN-GILLILAND CORPORATION, a corporation;
FIRST NATIONAL BANK AND TRUST COMPANY OF TULSA,
a national bank association;
HAMILTON INVESTMENT TRUST, A Massachusetts
business trust;
ABERCROMBIE, PEDIGO AND SMITH, INC.,
and H. HAROLD BECKO,
*Respondents.*

SUPPLEMENTAL APPENDIX TO PETITION FOR WRIT OF CERTIORARI TO THE UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT

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## SUPPLEMENTAL APPENDIX

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In filing the original Appendix to Petition for Writ of Certiorari, the text of Section 16 of the "Supplemental Creek Treaty of August 8, 1902" was not submitted in its entirety. The treaty appeared at page A. 124 and A. 125 of the original appendix and is reproduced here in its entirety as follows:

### SUPPLEMENTAL CREEK TREATY OF AUGUST 8, 1902

Approved by Act of Congress June 30, 1902, and Ratified by the Creek Nation July 26, 1902; Effective by Proclamation of the President of the United States August 8, 1902.

(32 Stat. 500)

*An Act to Ratify and Confirm a Supplemental Agreement With the Creek Tribe of Indians, and for Other Purposes.*

16. Lands alotted to citizens shall not in any manner whatever, or at any time be encumbered, take, or sold to secure or satisfy any debt or obligation nor be alienated by the alottee of his heirs before the expiration of five years from the date of the approval of this supplemental agreement, except with the approval of the Secretary of the Interior. Each citizen shall select from his allotment forty acres of land, or a quarter of a quarter section, as a homestead, which shall be and remain nontaxable, inalienable, and free from any incumbrance whatever for twenty-one years from the date of the deed therefore, and a separate deed shall be issued to each alottee for his homestead, in which this condition shall appear.

Selections of homesteads for minors, prisoners, convicts, incompetents and aged and infirm persons, who can not select

for themselves, may be made in the manner provided for the selection of their allotments, and if for any reason such selection be not made for any citizen it shall be the duty of said Commission to make selection for him. The homestead of each citizen shall remain, after the death of the allottee, for the use and support of children born to him after May 25, 1901, but if he have no such issue then he may dispose of his homestead by will, free from the limitation herein imposed, and if this be not done the land embraced in his homestead shall descend to his heirs, free from such limitation, according to the laws of descent herein otherwise prescribed. Any agreement or conveyance of any kind or character violative of any of the provisions of this paragraph shall be absolutely void and not susceptible of ratification in any manner, and no rule of estoppel shall ever prevent the assertion of its invalidity.